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In the Supreme Court of the United States

OCTOBER TERM, 1964

No. 98

NATIONAL LABOR RELATIONS BOARD, PETITIONER

v.

METROPOLITAN LIFE INSURANCE COMPANY

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE FIRST CIRCUIT

BRIEF FOR THE NATIONAL LABOR RELATIONS BOARD

OPINIONS BELOW

The opinion of the court of appeals is reported at 327 F. 2d 906 (R. 5–12). The decision and order of the Board in the unfair labor practice proceeding (R. 4a–6a) are reported at 142 NLRB 491. The Board's decision and direction of election in the underlying representation proceeding (R. 14a–16a) are unreported.

JURISDICTION

The decree of the court of appeals was entered on February 17, 1964 (R. 13). The petition for a writ of certiorari was filed on May 18, 1964, and was granted on October 12, 1964 (R. 13). The jurisdiction of this Court rests on 28 U.S.C. 1254(1) and

Section 10(e) of the National Labor Relations Act, as amended (29 U.S.C. 160(e)).

QUESTION PRESENTED

Section 9(c)(5) of the National Labor Relations Act provides that, in determining the appropriate bargaining unit, "the extent to which the employees have organized shall not be controlling." The National Labor Relations Board found that the Woonsocket, Rhode Island, district office of the Company was a separate administrative unit and therefore designated it as the appropriate unit.

The question presented is whether the court of appeals was justified in overturning the Board's selection of this unit, concededly proper on the basis of the reasons given by the agency, on the ground that the Board's definitions of the appropriate unit in six other cases involving employers in the insurance industry, each approving a unit proposed by the union, established that in all seven cases the Board has given controlling consideration to the extent of union organization.

STATUTE INVOLVED

The relevant provisions of the National Labor Relations Act, as amended (61 Stat. 136, 73 Stat. 519, 29 U.S.C. 151, *et seq.*) are set forth in Appendix A, pp. 29–30, *infra*.

STATEMENT

A. THE BOARD PROCEEDINGS

1. *The representation case.*—On July 9, 1962, the Insurance Workers Union, AFL–CIO ("the Union"), filled a representation petition with the Board pursuant to Section 9(c) of the Act, requesting certification as the bargaining representative of the debit insurance agents at Metropolitan Life Insurance Company's district office in Woonsocket, Rhode Island (R. 1a, 15a, n. 2). The Woonsocket office is in the Company's New England Territory, which encompasses Maine, Vermont, New Hampshire, Massachusetts, and Rhode Island. There are 75 district offices in this territory, employing 1,753 agents. The Company has 8 district offices (plus 2 detached offices which are under the administrative supervision of district offices) in the State of Rhode Island. The Rhode Island offices employ 219 agents, of whom the Woonsocket office employs 23. The nearest district office to Woonsocket is in Pawtucket, 12 miles away (R. 176a–178a).

At the hearing, the Company took the position that the unit sought by the Union was inappropriate, and that only the following could constitute an appropriate unit: (1) all the Company's offices in the United States; (2) all its offices in the New England Territory; or (3) all its offices in the State of Rhode Island (R. 15a, 31a–32a). The parties stipulated that the record in a prior representation case (Case No. 4–RC–4865 involving the Company's offices in

Wilmington, Delaware,' be incorporated by reference into the record in this case, with certain modifications (R. 27a, 175a–183a). The record thus incorporated reveals the following concerning the Company's general operations:

The Company, a New York corporation with its "home office" in New York City, is engaged in the sale and issuance of insurance policies throughout the United States and Canada (R. 30a, 38a). It maintains numerous district offices, and, for administrative purposes, it has divided its offices in the United States into 14 territorial divisions (R. 39a–40a, 46a–47a). Each division is headed by a "superintendent of agencies" who reports directly to a vice-president (R. 40a). The Company's operations are highly centralized and all matters of general business policy—relating to the terms and conditions of various policies as well as to the management of the district offices and supervision of agents—are determined at the New York home office (R. 38a–39a, 49a, 53a). The superintendents of agencies, who operate out of the home office, are responsible for implementation of Company policies and procedures in their particular territories

[1] In that case, the Board found that the Company's two district offices in the Wilmington metropolitan area constituted an appropriate unit and directed an election in that unit. *Metropolitan Life Insurance Co.*, 138 NLRB 565. The Union won the election in the *Wilmington* case, and the Board's subsequent order requiring the Company to bargain with the union was enforced by the Third Circuit. *Metropolitan Life Insurance Co.* v. *National Labor Relations Board*, 328 F. 2d 820, pending on petition for a writ of certiorari, No. 56, this Term.

(R. 39a–49a). In the course of their duties they make periodic visits to many of the offices in their areas (R. 122a–123a, 39a, 42a).

Each district office is operated under the supervision of a manager who is directly responsible to the superintendent of agencies of his territory (R. 47a). The manager is, in the words of A. Rogers Maynard, second vice-president, the "chief executive of his particular district" (R. 164a). He is the "principal line officer in the district" and has immediate supervisory authority over the agents in the office (R. 165–166a, 47a–49a, 64a, 105a–107a). A percentage of the manager's compensation depends upon the volume of business done by his office as a whole; the remainder of his compensation is based on a fixed salary and commissions on policies he himself sells (R. 103a–105a).

While a manager does not have authority formally to hire agents for his district, he normally solicits applications for openings as they arise and then conducts a personal interview and orders retail credit and medical reports on the applicant (R. 54a–55a, 97a–100a, 158a–168a). If the manager decides that the applicant is likely to become a satisfactory agent, he forwards his recommendation and the individual's application to the superintendent of agencies for final decision; the manager's recommendation is followed approximately 75 percent of the time (R. 54a–55a, 97a–100a). After undergoing initial training for a period of two weeks in New York, the new agent receives additional training under the guidance and

direction of the assistant manager and manager in his district (R. 55a–56a, 65a–66a, 98a).

Although the agent spends the greater part of his time selling insurance in his assigned territory, he is required to report to the district office twice a week[2] and whenever else the manager directs (R. 51a–53a, 65a–66a, 85a–87a). A regular review is made of the agent's performance by the manager,[3] who, although he cannot discharge the agent, can recommend the latter's discharge to the superintendent of agencies and may accept an agent's resignation (R. 57a–59a, 63a–65a, 128a). In addition, the manager may order an audit of an agent's accounts whenever he believes it necessary; if there is a deficiency of $75 or more, the manager is required to suspend the agent until further notice (R. 64a–65a, 130a–131a).

All labor relations policies are established at the home office, and all agents are subject to the same wage policies, employee benefits, and working conditions. There is virtually no interchange or transfer of agents among the various district offices, and there

[2] At these times the agent attends regular meetings conducted by the manager to explain the latest Company directives, and he deposits premiums, turns in applications for policies, and picks up mail and other communications (R. 63a–65a).

[3] The manager is authorized to discuss "all matters pertaining to the general performance of their [the agents'] work, particularly with respect to the quality and quantity of insurance canvassed for and procured, the general accuracy with which they keep their books, records, and accounts, the diligence with which they conserve the Company's business, and assist holders of policies of the Company in realizing the benefits provided by their policies" (R. 63a–65a).

is no business or social contact among agents except on the level of the individual district office. All bidding for open agencies is limited to the agents of the particular district office where the opening occurs (R. 66a–68a).

Upon these facts, the Board concluded in the *Wilmington* case that "the individual district office is in effect a separate administrative entity through which the Employer conducts its business operations, and therefore is inherently appropriate for purposes of collective bargaining." 138 NLRB at 567. It pointed out that, although a single district office was an appropriate unit, that did "not preclude the grouping of such offices where such grouping is justified by cogent geographic considerations." *Ibid.* Accordingly, in that case, the Board grouped the Company's two district offices in the Wilmington metropolitan area into one unit, but excluded the Company's other district office in Delaware, located at Dover, 46 miles from Wilmington. *Id.* at 566–567.

Applying these principles in the instant case, the Board held that the employees located at the Woonsocket district office constituted an appropriate bargaining unit. The Board noted further that the nearest district office to Woonsocket was in Pawtucket, 12 miles away, that there was no recent history of collective bargaining, and that no union was seeking to represent the same employees as part of a larger unit (R. 15a, n. 2, 188a). The Board therefore directed an election among the debit insurance agents at the Company's Woonsocket district office, to determine

whether they desired the Union to represent them (R. 15a–16a).

The Union won the ensuing election and was certified by the Board as the bargaining representative (R. 8a).

2. *The unfair labor practice case.*—Following certification, the Union wrote to the Company on December 4, 1962, requesting that it bargain with the Union as representative of the employees in the Woonsocket office. On December 11, 1962, the Company answered that it would not recognize and bargain with the Union because the Board's unit determination was erroneous (R. 8a). The Union thereupon filed unfair labor practice charges with the Board. The Board, adhering to its prior unit determination, held that the Company violated Sections 8(a)(5) and (1) of the Act by refusing to recognize and bargain with the Union (R. 4a, 9a). The Board directed the Company to cease and desist from its unfair labor practices, to bargain with the Union upon request, and to post appropriate notices (R. 5a, 9a–10a).

B. THE COURT OF APPEALS' DECISION

The court of appeals declined to enforce the Board's order. In its view the Board, in finding that the Woonsocket district office was an appropriate unit, was controlled by the extent of the Union's organization, contrary to Section 9(c)(5) (R. 5–12).

SUMMARY OF ARGUMENT

The court of appeals erred in concluding that the Board had violated Section 9(c)(5) by directing an election among the debit insurance agents at respond-

ent's Woonsocket office. Section 9(c)(5), which was added to the Act in 1947, does not prohibit the Board from considering the extent of organization as one factor bearing upon the appropriateness of any particular unit. It forbids only such unit determinations as are "controlled" by the extent of organization. In the present case, the Board based its decision on factors other than extent of organization, and those factors are applicable in all insurance cases involving determinations of appropriate bargaining units for agents.

It is elementary that there may be more than one way in which the employees of a given employer appropriately may be grouped for purposes of collective bargaining. Since the individual district office of an insurance company is a distinct administrative unit analogous to the plant unit of a multi-plant industrial concern, the Board has concluded that it constitutes an appropriate unit and that it will be certified unless there are other factors, consistent with traditional unit criteria, which justify joining two or more district offices in a single unit. A unit composed of two or more district offices is also an appropriate unit where there is a reasonable degree of geographical coherence among the offices. In cases where either the district office or a combination of offices might be found appropriate on the basis of factors other than the extent of organization, the Board takes the union's request into account in deciding which unit to certify. Section 9(c)(5) does not preclude the Board from taking the union's request into account in such cir-

cumstances. And the recent decisions in which separate offices were combined are consistent with the determination in this case since in those instances geographical and other criteria warranted joining two or more offices in the single unit.

ARGUMENT

THE BOARD'S FINDING THAT A SINGLE DISTRICT OFFICE CONSTITUTED AN APPROPRIATE BARGAINING UNIT DID NOT VIOLATE SECTION 9(C)(5) OF THE ACT

In this case the Court of Appeals for the First Circuit has overturned the Board's determination regarding the appropriateness of a bargaining unit on the ground that the Board's conclusion amounted to "an evasion by the Board of the command laid upon it by § 9(c)(5), * * *" because it was based on a reversion to the earlier prohibited Board policy "of regarding the extent of union organization as controlling * * *" (R. 9, 12). We submit that Section 9(c)(5) permits the Board to consider the extent of union organization as one factor among many bearing upon the appropriateness of a bargaining unit; that the Board's finding in this case was supported by criteria other than the extent of union organization; and that the Board's determination was consistent with the course of decisions on this subject subsequent to the enactment of Section 9(c)(5).

A. THE LANGUAGE AND LEGISLATIVE HISTORY OF SECTION 9(C)(5) DEMONSTRATE THAT THE EXTENT OF ORGANIZATION MAY BE CONSIDERED BY THE BOARD SO LONG AS IT IS NOT GIVEN CONTROLLING WEIGHT

Section 9(b) of the National Labor Relations Act (p. 30, *infra*) provides:

> The Board shall decide in each case whether, in order to assure to employees the fullest freedom in exercising the rights guaranteed by this Act, the unit appropriate for the purposes of collective bargaining shall be the employer unit, craft unit, plant unit, or subdivision thereof: * * *

The broad delegation of authority contained in the above provision was limited in 1947 by the enactment of Section 9(c)(5) (p. 30, *infra*), which reads as follows:

> In determining whether a unit is appropriate for the purposes specified in subsection (b) the extent to which the employees have organized shall not be controlling.

The terms of this limitation do not prohibit the Board from looking to the extent of employee organization as one factor in a unit determination; they merely direct that this single element not be given "controlling" weight. This reading of Section 9(c)(5) is confirmed by the legislative history of the amendment and by the prior course of Board decisions which the amendment was intended to over-

rule. Before the enactment of Section 9(c)(5), it was the Board's policy to direct elections even in units which satisfied no criterion other than that they represented the extent of the union's completed organizational activities. This policy was followed in order "to render collective bargaining an immediate possibility" among the employees in the requested unit (*Armour & Company,* 63 NLRB 1214, 1216–1217), "without requiring them to await organization on a broader basis at an uncertain date in the future" (*Carson Pirie Scott & Co.,* 63 NLRB 1096, 1099).[4] It was this practice of giving controlling weight to the extent of the union's organization that prompted the enactment of Section 9(c)(5).

The limiting provision first appeared in the House Bill as Section 9(f)(3). The report of the House Labor Committee explained (H. Rep. No. 245, 80th Cong., 1st Sess., 37–38, 1 Leg. Hist. 328–329):[5]

> Section 9(f)(3) strikes at a practice of the Board by which it has set up as units appropriate for bargaining whatever group or groups the petitioning union has organized at the time. Sometimes, but not always, the Board pretends to find reasons other than the extent to which the employees have organized as ground for

[4] See also *New England Spun Silk Corp.*, 11 NLRB 852, 855; *Botany Worsted Mills*, 27 NLRB 687, 690; *Pacific Gas & Electric Co.*, 44 NLRB 665, 671; *Western Automatic Machine Screw Co.*, 51 NLRB 1042; *Globe Brick Co.*, 65 NLRB 527, 529–530; Twelfth Annual Report of the National Labor Relations Board (G.P.O., 1948), p. 20.

[5] "Leg. Hist." denotes the two-volume legislative history of the Labor Management Relations Act, 1947 (G.P.O., 1948).

> holding such units to be appropriate * * *. *While the Board may take into consideration the extent to which employees have organized,* this evidence should have little weight, and, as section 9(f)(3) provides, is not to be controlling. * * *
>
> The act still leaves the new Board wide discretion in setting up bargaining units. [Emphasis added.]

The Senate Bill did not contain a similar limitation, but the Conference Committee adopted the House provision (renumbering it 9(c)(5)). H. Conf. Rep. No. 510, 80th Cong., 1st Sess., 48, 1 Leg. Hist. 552. Senator Taft, explaining the action of the Conference Committee, stated (93 Cong. Rec. 6860, 2 Leg. Hist. 1625):

> Section 9(c)(5). This amendment was contained in the House Bill. It overrules the "extent of organization" theory sometimes used by the Board in determining appropriate units. Opponents of the bill have stated that it prevents the establishment of small operational units and effectively prevents organization of public utilities insurance companies and other businesses whose operations are widespread. It is sufficient answer to say that the Board has evolved numerous tests to determine appropriate units, such as community of interest of employees involved, extent of common supervision, interchange of employees, geographical considerations, etc., any one of which may justify the finding of a small unit. *The-extent-of-organization theory has been used where all valid tests fail to give the union what it desires* and represents a surrender by the Board of its duty

> to determine appropriate units. * * * [Emphasis added.]

Senator Taft added (93 Cong. Rec. 6444, 2 Leg. Hist. 1542):

> Subsection 9(c)(5) adopts the House amendment written to discourage the Board from finding a bargaining unit to be appropriate even though such unit was only a fragment of what would ordinarily be deemed appropriate, simply on the extent of organization theory.

In sum, both the language and the legislative history of Section 9(c)(5) demonstrate that that provision was merely intended to preclude the Board from basing its unit determination solely on the extent of organization in the absence of other criteria of appropriateness.[6] The provision was not intended to prohibit the Board from considering extent of organization as one factor in its determination, or to invalidate units which qualified under the other established tests for appropriateness irrespective of extent of organization. See *National Labor Relations*

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[6] Accordingly, following the enactment of Section 9(c)(5), the Board dismissed representation petitions where the units sought could be supported only on the basis of extent of organization. See *Pomeroy's, Inc.*, 76 NLRB 633, 635; Mandel *Bros.*, 77 NLRB 512, 513; *Westbrook Enterprises, Inc.*, 79 NLRB 1032, 1033; *Dun & Bradstreet, Inc.*, 80 NLRB 56, 60; *C. Pappas Co.*, 80 NLRB 1272, 1273; *Thalhimer Bros., Inc.*, 81 NLRB 1175, 1176; *Westclox*, 82 NLRB 198, 199; *Sinclair Refining Co.*, 89 NLRB 969, 970; *Montgomery Ward & Co.*, 90 NLRB 609, 611; *Pacific Laundry Co.*, 99 NLRB 1011, 1022; *Murray Corp.*, 101 NLRB 313, 315; *J. L. Hudson Co.*, 103 NLRB 1378, 1386; *Hercules Powder Co.*, 104 NLRB 259, 261; *Sanitary Farms Dairies, Inc.*, 107 NLRB 955, 956–957; *E. I. DuPont & Co.*, 111 NLRB 649, 653.

Board v. *Salant*, 171 F. 2d 292, 293 (C.A. 6); *Union Carbide and Carbon Corp.* v. *National Labor Relations Board*, 244 F. 2d 672, 673 (C.A. 6); *General Instrument Corp.* v. *National Labor Relations Board*, 319 F. 2d 420, 423 (C.A. 4), certiorari denied, 375 U.S. 966; *Westinghouse Electric Corp.* v. *National Labor Relations Board*, 236 F. 2d 939, 943 (C.A. 3); *Foreman & Clark, Inc.* v. *National Labor Relations Board*, 215 F. 2d 396, 406 (C.A. 9), certiorari denied, 348 U.S. 887; *National Labor Relations Board* v. *Smythe*, 212 F. 2d 664, 667–668 (C.A. 5); *Texas Pipe Line Co.* v. *National Labor Relations Board*, 296 F. 2d 208 (C.A. 5); *National Labor Relations Board* v. *Morganton Full Fashioned Hosiery Co.*, 241 F. 2d 913, 915–916 (C.A. 4).

B. THE BOARD'S CONCLUSION IN THIS CASE WAS BASED ON FACTORS OTHER THAN THE EXTENT OF EMPLOYEE ORGANIZATION

Contrary to the view of the court of appeals, the Board in this case, as in its earlier decisions (pp. 24–27, *infra*), has followed a course entirely consistent with the command of Section 9(c)(5). There may be more than one way in which employees of a given employer may be grouped for purposes of collective bargaining under the various permissible criteria for determining the bargaining unit.[7] This is as

[7] *E.g.*, *Metropolitan Life Insurance Co.* v. *National Labor Relations Board*, 328 F. 2d 820, 325 (C.A. 3), petition for certiorari pending, No. 56, this Term; *National Labor Relations Board* v. *Quaker City Life Insurance Co.*, 319 F. 2d 690, 693 (C.A. 4); *Mueller Brass Co.* v. *National Labor Relations Board*, 180 F. 2d 402, 405 (C.A.D.C.), and cases there cited.

true in the insurance business as in any other industry. The appropriateness of any particular bargaining unit depends, in turn, on an evaluation of the peculiar characteristics of the industry in question and of the employer and employees involved.

In determining what is the appropriate unit in a particular case, the Board, with court approval, has customarily looked to such factors as the community of interest among the employees sought to be represented; whether they comprise a homogeneous, identifiable, and distinct group; whether they are interchanged with other employees; the extent of common supervision; the previous history of bargaining; and the geographic proximity of various parts of the employer's operation.[8] Where, under these criteria, more than one unit might be found to be appropriate, it is the Board's function to select from among the possible alternatives; its choice is not to be disturbed if it is reasonable.[9]

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[8] *May Department Stores Co.* v. *National Labor Relations Board*, 326 U.S. 376, 380; *Foreman & Clark, Inc.* v. *National Labor Relations Board*, 215 F. 2d 396, 406 (C.A. 9), certiorari denied, 348 U.S. 887; *Harris Langenberg Hat Co.* v. *National Labor Relations Board*, 216 F. 2d 146 (C.A. 8); *Texas Pipe Line Co.* v. *National Labor Relations Board*, 296 F. 2d 208, 212–213 (C.A. 5); *National Labor Relations Board* v *West Kentucky Coal Co.*, 152 F. 2d 198, 202 (C.A. 6); *National Labor Relations Board* v. *Smith*, 209 F. 2d 905 (C.A. 9); Twenty-eighth Annual Report of the National Labor Relations Board (G.P.O., 1964), pp. 50–53.

[9] See *General Instrument Corp.* v. *National Labor Relations Board*, 319 F. 2d 420, 422–423 (C.A. 4), certiorari denied, 375 U.S. 966; *Mountain States Telephone and Telegraph Co.* v. *National Labor Relations Board*, 310 F. 2d 478, 480 (C.A.

The uncontradicted evidence in the present case demonstrates that each of the Company's district offices, including the Woonsocket, Rhode Island, office, operates as a distinct entity in the Company's operations. As Vice-President Maynard admitted, "an alternative course of action * * * would be a less satisfactory business procedural arrangement * * * to the policyholders themselves and less efficient from the standpoint of the operation of the business" (R. 78a). For, according to Maynard, the district office subdivision exists "[i]n order to carry on the business of the Company, efficiently and effectively to provide local service to the policyholders of the Company in the area where the District Office is located" (*ibid.*). In short, the district office is the "grass roots" field office of the Company, linking the policyholders in various parts of the country with the distant home office in New York. Moreover, each office operates within a defined geographic area, and is, to a significant degree, a self-contained unit, autonomous in its day-to-day functioning. The district manager in each office exercises immediate control and supervision over the agents in his office. The agents in each office enjoy common working conditions and benefits, and provide service only to clients within their designated territories. Almost no transfer or interchange of employees takes place among the offices. Finally, while the superintendent of agencies,

10); *National Labor Relations Board* v. *Smythe*, 212 F. 2d 664, 667–668 (C.A. 5); *Harris Langenberg Hat Co. v. National Labor Relations Board*, 216 F. 2d 146, 148 (C.A. 8); *Mueller Brass Co.* v. *National Labor Relations Board*, 180 F. 2d 402, 405 (C.A.D.C.).

with his office in New York, oversees the district offices within each territory, the district manager is the principal representative of Company authority and policy so far as individual agents are concerned. It is the district manager who transmits and explains Company policy to the agents during the periodic group meetings and individual conferences, and it is the manager who reviews each agent's performance with him (pp. 5–6, *supra*).[10]

In these circumstances, the Board was warranted in concluding that "each of the [Company's] individual district offices was in effect a separate administrative entity through which the Employer conducted its business operations, and therefore was inherently appropriate for purposes of collective bargaining" (R. 15a, n. 2). Moreover, since the nearest district office to Woonsocket was 12 miles away and since "there is no recent history of collective bargaining, no union seeking a larger unit, and the district office sought is located in a separate and distinct geographical area" (*ibid.*), the Board was further warranted in concluding that the insurance agents located at the Company's Woonsocket district office constituted an appropriate unit for purposes of collective bargaining.

Since the plant is the basic component of a manufacturing enterprise and Section 9(b) of the Act specifically recognizes the validity of such a unit, the Board has long held that a unit confined to a single plant of a particular employer is presumptively an

[10] See also note 16, *infra*, p. 24.

appropriate unit.[11] The district office is the insurance industry's analogue of the single manufacturing plant. For this reason the Board's basic position with regard to bargaining units among agents in the insurance industry has been that each individual district office, which constitutes a separate administrative unit analogous to the plant unit of a multi-plant industrial concern, is an appropriate separate bargaining entity and will, therefore, be the unit in which an election will be directed if requested.

A unit composed of two or more district offices is also an appropriate unit if there is a reasonable degree of geographic coherence among the offices. If the offices are not too distant and their territories are either adjacent or in reasonable proximity to one another, then, in the absence of strong countervailing considerations, conventional and well-accepted criteria would make a combination appropriate. In such cases—where either the district office or a combination of offices might be found "appropriate" on the basis of factors other than the extent of organization—the Board takes the union's request into account in deciding which to certify. There is little sense in putting adjacent offices, organized by the same union, in different bargaining units where a combination would be equally appropriate. Moreover, although other rational groupings of offices may be possible, there is no reason to compel a labor organization to seek rep-

[11] See, *e.g.*, *Beaumont Forging Co.*, 110 NLRB 2200, 2201-2202; *Fredrickson Motor Express Corp.*, 121 NLRB 32, 33; *Hygrade Food Products Corp.*, 85 NLRB 841, 848 (concurring opinion).

resentation in a larger unit than the one requested unless that unit is itself inappropriate.[12] Nor is the Board "controlled" by the extent of organization in thus giving weight to the union's request. Section 9(c)(5) does not preclude the Board from taking that factor into account in selecting among two or more units, any of which would be appropriate under traditional criteria apart from extent of organization.

The Board has recently summarized its standards with respect to unit determination in the insurance industry in *Metropolitan-Meriden and New London*, 147 NLRB No. 8 (reprinted as Appendix B, pp. 31–39, *infra*), in which it found appropriate separate bargaining units consisting of single district offices in Meriden and New London, Connecticut. The Board reaffirmed its earlier finding that, since each district office is a separate administrative entity through which the Company conducts its business operations, it, by itself, constitutes an appropriate unit for purposes of collective bargaining. However, the Board added (pp. 36–37, *infra*):

> This is not to say, of course, that a number of units larger than those here found appropriate would not also be appropriate. To the contrary, we have found that various groupings of district offices, if based on cogent geographic considerations, are appropriate for the purposes of collective bargaining and have directed elections in such units where the union has so re-

[12] See *Dixie Belle Mills, Inc.*, 139 NLRB 629, 631; *P. Ballantine & Sons*, 141 NLRB 1103, 1107; cf. *Ny-Lint Tool & Mfg. Co.* 77 NLRB 642.

> quested. Moreover, it is clear that, when we give effect to the union's request in determining which one of several overlapping appropriate units of different sizes should be certified, we are not allowing ourselves to be controlled by the extent of the union's organization, in violation of Section 9(c)(5) of the Act. For that section prohibits only the establishment of a bargaining unit which would not be appropriate when judged by traditional criteria. Since either a single district office or a grouping of such offices where they are geographically related would be appropriate under traditional criteria, to grant the union's request for one or the other of these otherwise appropriate units does not violate Section 9(c)(5). [Footnotes omitted.]

Since the Board's decision in this case was based on the application of the above criteria, it cannot be said to have been "controlled" by the extent of organization—even though one of the Board's expressed bases of decision was that there was "no union seeking a larger unit." Nor was Section 9(c)(5) violated because the Union, in petitioning for this particular unit, may have been motivated by the extent of organization. As the Third Circuit stated in *Metropolitan Life Insurance Co.* v. *National Labor Relations Board*, 328 F. 2d 820, 826, petition for certiorari pending, No. 56, this Term (the *Wilmington* case):

> Whether the employees were controlled by the extent of their organization when they petitioned the Board is not the issue. Rather, it is whether the Board in determining a unit's appropriateness was so controlled.

And, as the Sixth Circuit added in *Metropolitan Life Insurance Co.* v. *National Labor Relations Board*, 330 F. 2d 62, 65, petition for certiorari pending, No. 229, this Term (the *Cleveland* case):

> A unit as determined by the Board may be co-extensive with union organization but the Act is not violated unless extent of organization is the controlling motive of the Board in making its determination. * * *

C. THE BOARD'S DECISION WAS CONSISTENT WITH ITS RECENT PRECEDENTS

In 1944, the Board announced a policy regarding bargaining units for insurance agents which departed from the flexible approach utilized with respect to other industries. In *Metropolitan Life Insurance Co.*, 56 NLRB 1635, the Board ruled that it would not establish units of insurance agents less than state-wide or company-wide in scope. Its reasons were as follows (56 NLRB at 1639–1640):

> Organization among insurance agents is comparatively recent, but is steadily growing. The tendency of such organization is toward State-wide units. * * * Thus, the rapid growth of union organization among insurance agents makes it clearly appear that provisional units less than State-wide in scope are, under ordinary circumstances, unnecessary to make collective bargaining reasonably possible for them if they desire it. Accordingly, we are of the opinion that, in the absence of unusual circumstances, the practice of setting up units for insurance agents smaller than State-wide in scope should be avoided. In the instant case,

> since the Federation, the Independent, and the C.I.O. are actively engaged in a broad organizational program in Ohio, and since it may reasonably be anticipated that one of these organizations may in the near future extend its membership to State-wide proportions, we are of the opinion that it will not effectuate the policies of the Act to set up city-wide units for employees of the Company in Ohio at this time * * *.

For more than seventeen years, the Board adhered to this policy, finding state-wide units of insurance agents appropriate for bargaining purposes,[13] and dismissing representation petitions filed by unions seeking to represent insurance agents in city-wide or district-wide units.[14] The rule was limited to insurance agents, however, and was not applied to other segments of the insurance industry.[15]

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[13] See, *e.g.*, *Monumental Life Insurance Co.*, 60 NLRB 510, 512; *John Hancock Life Ins. Co.*, 62 NLRB 240, 245–247; *Western and Southern Life Insurance Co.*, 65 NLRB 855, 856–858; *American National Insurance Co.*, 69 NLRB 745, 746–747; *Home Beneficial Life Insurance Co.*, 98 NLRB 1053, 1054; *United Insurance Company*, 108 NLRB 843, 848.

[14] See, *e.g.*, *Peoples Life Insurance Co.*, 72 NLRB 1406, 1408–1409; *Quaker City Life Insurance Co.*, 73 NLRB 177, 179–180; *Home Beneficial Life Insurance Co., Inc.*, 89 NLRB 392, 393–394.

[15] See, *e.g.*, *The Travelers Insurance Co.*, 116 NLRB 387, where the Board found appropriate a bargaining unit of insurance adjusters limited to the employer's branch office in Boston. Moreover, where the employer and union agreed to a district-wide bargaining unit of insurance agents, the Board found such unit appropriate. See *The Baltimore Life Insurance Co.*, 73 NLRB 848, 849–850.

In 1961, in *Quaker City Life Insurance Co.*, 134 NLRB 960, the Board reversed the *Metropolitan Life* rule. The Board pointed out that the *Metropolitan Life* rule had been adopted *solely* in anticipation of broader organization among insurance agents on a company-wide or state-wide basis. It concluded (134 NLRB at 962):

> As a practical matter, however, such statewide or companywide organization has not materialized, and the result of the rule has been to arrest the organizational development of insurance agents to an extent certainly never contemplated by the Act, or for that matter, by the Board that decided the *Metropolitan Life* case. There is no longer any rational basis for applying different rules of organization to the insurance industry than are applied to other industries * * *. Accordingly, in the future, the Board's policy will be not to preclude the organization of insurance agents into units of less than employerwide or statewide scope, and we shall apply our normal unit principles to the cases as they arise.

Thus, in *Quaker City* itself, the Board, finding that the district office was a distinct administrative division of the insurance company,[16] concluded that the insurance agents in a single district office constituted an appropriate bargaining unit, and directed an elec-

[16] The Board emphasized the "day-to-day operation of the district office * * *, the overall immediate supervision by the district manager, the lack of contact or interchange among employees of the various district offices, and the absence of any administrative subdivision between the home office and the district office * * *." 134 NLRB at 962.

tion in that unit.[17] Applying the *Quaker City* policy, the Board has found a single district office to be an appropriate unit in the instant case (R. 14a), and in *Western and Southern Life Insurance Co.*, 138 NLRB 538.[18] It has also found, under that policy, that units consisting of several district offices are appropriate where the union requests them and they comprise a separate and distinct geographic area. *Metropolitan Life Insurance Co.—Wilmington*, 138 NLRB 565 (two district offices in Wilmington, Delaware); *Metropolitan Life Insurance Co.—Cleveland*, 138 NLRB 512 (six district offices in Cleveland, Ohio, and three suburban offices); *Metropolitan Life Insurance Co.—Chicago*, 144 NLRB 149 (all of the 33 district offices in Chicago); *Metropolitan Life Insurance Co.—Detroit*, 146 NLRB No. 184 (seven district offices in the Greater Detroit area, together with detached of-

[17] The Board's decision in *Quaker City* was sustained by the Fourth Circuit, *National Labor Relations Board* v. *Quaker City Life Insurance Co.*, 319 F. 2d 690.

[18] Similarly, in *Metropolitan Life Insurance Co.—Meriden and New London*, 147 NLRB No. 6, the Board found appropriate a single district office in Meriden, Connecticut, and a single district office in New London, Connecticut (the latter together with its detached office at Westerly, Rhode Island); and in *Metropolitan Life Insurance Co.—Sioux City*, 138 NLRB 734, it found appropriate a single district office in Sioux City, Iowa, together with its detached offices in Fargo, North Dakota and Sioux Falls, South Dakota. A detached office is administered as part of the district office (see 138 NLRB at 736). And see *Metropolitan Life Insurance Co.—Holyoke*, 147 NLRB No. 84 (single district office in Holyoke, Massachusetts); *Metropolitan Life Insurance Co.—Chicago Heights*, 148 NLRB No. 145 (single district office in Chicago Heights, Illinois).

fices); *Metropolitan Life Insurance Co.—Toledo,* 146 NLRB No. 113 (district offices in Toledo, Ohio area, together with detached offices); *Equitable Life Insurance Co.,* 138 NLRB 529 (two district offices in Cleveland and a detached office in Lorain, Ohio).

The court of appeals based its conclusion that the Board had violated Section 9(c)(5) in this case on its assumption that it was impossible to reconcile the post-*Quaker City* decisions on the basis of geographical criteria (R. 10–11). Hence it reasoned that, since the Board had consistently determined in these cases that the unit requested by the union was the appropriate one and since the Union here had requested the district-office unit only after it had unsuccessfully attempted to organize on a broader basis (R. 11–12), the "controlling" factor must have been the extent of organization. We submit, however, that the post-*Quaker City* cases are entirely consistent with the standards applied here—which are discussed at pp. 16–21, *supra*—and do not turn on the extent of organization.

The instances in which a single district office was deemed to be an appropriate unit (*i.e., Western and Southern Life Insurance Co., supra,* and see cases cited at note 18, *supra*) are obviously consistent with the present decision. And, in each of the instances in which two or more district offices were combined, criteria other than extent of organization justified the Board's finding. In *Equitable Life, supra,* the unit consisted of the company's only two offices in Cleveland (together with a detached office in Lorain, Ohio,

which was not a separate entity). The *Metropolitan-Wilmington* ruling combined the two offices in the city; the only other office in the State was 46 miles away, in another city. The unit in *Metropolitan-Toledo* combined all the offices in the city, and the *Metropolitan-Detroit* unit combined all the offices in the Greater Detroit area. Nor is this analysis impaired by the fact that in *Metropolitan-Chicago,* the Board joined all 33 offices within the city limits but excluded the 14 suburban offices, while in *Metropolitan-Cleveland,* it combined all 6 offices within the city with the 3 offices in the suburbs. In the *Cleveland* case, the suburban offices were much closer to the center of the city than many of the suburban offices excluded in the *Chicago* case; there was thus a rational basis for the different groups.[19] Although a unit composed of all the offices in the Chicago area might also have been appropriate, the Board's failure to adopt it does not establish the inappropriateness of the smaller unit.

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[19] In the *Cleveland* case, the three suburban offices included were situated 8 or 9 miles from the center of the city. 138 NLRB at 514. In the *Chicago* case, to include all of the offices in the Chicago metropolitan area would have required including district offices as far away as 39 miles from the center of the city. In contrast, the unit chosen, consisting of the 33 district offices within the political limits of the city and excluding the 14 suburban offices, produced a relatively compact grouping, with all offices within 14 miles of the center of the city. See Company Exhibit 3A–3B in *Metropolitan-Chicago,* 144 NLRB 149.

CONCLUSION

For the foregoing reasons, the judgment of the court below should be reversed and the case remanded with directions to enforce the Board's order in full.

Respectfully submitted.

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DECEMBER 1964.

APPENDIX A

The relevant provisions of the National Labor Relations Act, as amended (61 Stat. 136, 73 Stat. 519, 29 U.S.C. 151, *et seq.*) are as follows:

> SEC. 7. Employees shall have the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and shall also have the right to refrain from any or all of such activities except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in section 8(a)(3).
>
> SEC. 8. (a) It shall be an unfair labor practice for an employer—
>
> (1) to interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in section 7;
>
> * * * * *
>
> (5) to refuse to bargain collectively with the representatives of his employees, subject to the provisions of section 9(a).
>
> * * * * *
>
> SEC. 9. (a) Representatives designated or selected for the purposes of collective bargaining by the majority of the employees in a unit appropriate for such purposes, shall be the exclusive representatives of all the employees in such unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment * * *.

(b) The Board shall decide in each case whether, in order to assure to employees the fullest freedom in exercising the rights guaranteed by this Act, the unit appropriate for the purposes of collective bargaining shall be the employer unit, craft unit, plant unit, or subdivision thereof: * * *

* * * * *

(c)(5) In determining whether a unit is appropriate for the purposes specified in subsection (b) the extent to which the employees have organized shall not be controlling.

* * * * *

APPENDIX B

Case No. 1–CA–4367

United States of America
Before the National Labor Relations Board

METROPOLITAN LIFE INSURANCE COMPANY

and

INSURANCE WORKERS INTERNATIONAL UNION, AFL–CIO

Decision and Order

On January 23, 1964, Trial Examiner William F. Scharnikow issued his Decision in the above-entitled proceeding, finding that Respondent Metropolitan Life Insurance Company had engaged in and was engaging in certain unfair labor practices and recommending that it cease and desist therefrom and take certain affirmative actions, as set forth in the Decision attached hereto. Thereafter, the Respondent filed exceptions to the Decision.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, the Board has delegated its powers in connection with this case to a three-member panel.

The Board has considered the Decision and the entire record in the case, including the Respondent's exceptions, and hereby adopts the Trial Examiner's findings, conclusions, and recommendations.

In finding that Respondent violated Section 8(a) (5) and (1) of the Act, we note the recent decision of the United States Court of Appeals for the First Cir-

cuit in *Metropolitan Life Insurance Co.* v. *N.L.R.B.*, 327 F. 2d 906 (C.A. 1). In that case, the court stated that it was "handicapped * * * by the Board's failure to articulate specific reasons for its unit determination" (327 F. 2d at 909), and concluded that in finding appropriate a unit limited to the insurance agents working in a single district office the Board had been controlled by the extent of the union's organization, contrary to the mandate of Section 9(c)(5) of the Act. With all due deference to the Court of Appeals for the First Circuit, we believe that our representation decision in that case articulated the reasons supporting our unit finding; the decision itself was not controlled by the extent of the union's organization. We note also that the First Circuit's decision conflicts with an earlier decision of the Fourth Circuit (*N.L.R.B.* v. *Quaker City Life Ins. Co.*, 319 F. 2d 690), and also with subsequent decisions of the Third and Sixth Circuits in cases virtually identical with that before the First Circuit (*Metropolitan Life Insurance Co.* v. *N.L.R.B.*, 328 F. 2d 820 (C.A. 3) 1964; *Metropolitan Life Insurance Co.* v. *N.L.R.B.*, F. 2d (C.A. 6), decided April 11, 1964). However, in the event that the reasoning underlying our representation decisions herein may have been misunderstood, we shall again spell out the factors and considerations which led us to conclude that units limited to (a) the district office in New London, Connecticut (together with the detached office at Westerly, Rhode Island), and (b) the district office at Meriden, Connecticut, constitute separate units appropriate for the purpose of collective bargaining.

In the representation proceeding,[1] the Respondent

[1] The instant case involves two separate units, arising out of two separate petitions which were consolidated for the purpose of hearing and later severed for the purpose of decision.

and the Union stipulated that the facts with respect to the geographic scope of the unit were identical to those established in a prior proceeding involving the same parties, *Metropolitan Life Insurance Co.*, 138 NLRB 565.[2] The Respondent's operations as set forth therein are as follows:

The Company is engaged in the sale and issuance of various types of insurance policies and does business throughout the United States and Canada. It maintains its principal office in New York, New York, and, for administrative purposes, it has divided its offices throughout the United States into 14 territorial divisions. Each such division is headed by a superintendent of agencies who reports directly to a Company vice president. The district offices sought to be represented here by the Union are included in Respondent's Eastern territory, which encompasses Connecticut and most of New York State.[3] The unit sought to be represented by the Union in Case No. 1–RC–7331 would include the Company district office in New London, Connecticut, and any offices administratively detached, here the Westerly, Rhode Island, office. The unit sought in Case No. 1–RC–7313 includes the Company's district office in Meriden, Connecticut.[4]

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[2] This is the representation decision which was upheld by the Third Circuit in its *Metropolitan* decision, *supra*, 328 F. 2d 820.

[3] Although the detached office here involved is located in Westerly, Rhode Island, in the Company's New England territory, it is under the administrative control of the New London, Connecticut, district office, from which it is detached. For the purposes of this Decision, we shall consider the Westerly office as an extension of the New London district office. See *Metropolitan Life Insurance Co.*, 138 NLRB 734, 736.

[4] There are no offices detached from the Meriden district office.

The Company's business operations are highly centralized, and policies and procedures are established at the home office which governs the management of the district office and the duties and functions of the agents. The superintendent of agencies, whose office is located in New York, has the responsibility for seeing that the offices in his territory operate in accordance with these Company directions, and in the course of his duties, the superintendent of agencies makes periodic visits to the offices in his territory.

Each district office has a manager in charge, who is the immediate supervisory authority over the agents in the office. Agents are required by Company regulations to perform all of their work through and subject to the general supervision and direction of the manager of the district office to which they are assigned. The manager normally solicits applications for openings in his district, and, although he does not have the authority to hire an individual applicant, he may recommend that such action be taken. In carrying out his function as a recruiter, the manager accepts the prospective agent's application, conducts a personal interview, and orders a retail credit and medical report. The application, together with the manager's recommendation, is then forwarded to the superintendent of agencies in New York who makes the final determination. New agents receive their initial training in New York and are then assigned to a district office where they receive additional training under the guidance and direction of the manager and assistant manager. Although the agent spends the greater part of his time in his assigned territory selling industrial and other types of insurance, he is required to report to the district office twice a week and whenever the manager so directs. One day each week is devoted to a general meeting, at which the manager

explains to his agents the latest company directives. The manager regularly reviews the agents' performance and although he has no authority to terminate an agent's appointment, the manager may accept the agent's resignation, if tendered, or he may recommend to the superintendent of agencies that the agent be terminated. The manager may order an audit of the agent's accounts whenever he feels it is necessary and, in the event of a deficiency of $75 or more in the agent's accounts, the manager is required to suspend him until further notice.

All labor relations policies are established at the home office and all agents are subject to the same wage policies, employee benefits, and working conditions. All bidding on job openings is limited to the agents of the particular district office where the opening occurs. There is virtually no interchange or transfer of agents among the various district offices and there is no business or social contact among agents except on the individual district office level. There is no history of collective bargaining affecting the employees involved in the instant proceeding.

These facts demonstrate that each district office is a separate administrative entity through which the Company conducts its business operations. Thus, the district office is a distinctive administrative subdivision created by the Company for the purpose of carrying on its business in the most efficient manner; each office operates in many respects as a complete, self-contained, and autonomous unit; there is separate immediate control and supervision by the district manager in each office; there is virtually no transfer or interchange of employees among offices; and the agents within each office enjoy common working conditions. As the individual district office is thus appropriate, and as no labor organization is seeking a

broader unit, we reaffirm our findings below that the New London and Meriden district offices constitute separate units appropriate for the purposes of collective bargaining. *N.L.R.B.* v. *Quaker City Life Ins. Co.*, 319 F. 2d 690 (C.A. 4); *Metropolitan Life Insurance Company* v. *N.L.R.B.*, 328 F. 2d 820 (C.A. 3).

This is not to say, of course, that a number of units larger than those here found appropriate would not also be appropriate. To the contrary, we have found that various groupings of district offices, if based on cogent geographic considerations, are appropriate for the purposes of collective bargaining and have directed elections in such units where the union has so requested.[5] Moreover, it is clear, that, when we give effect to the union's request in determining which one of several overlapping appropriate units of different sizes should be certified, we are not allowing ourselves to be controlled by the extent of the union's organization, in violation of Section 9(c)(5) of the Act. For that section prohibits only the establishment of a bargaining unit which would not be appropriate when judged by traditional criteria.[6] Since either a single

[5] See the following *Metropolitan Life Insurance Co.* cases: 138 NLRB 565 (2 district offices in Wilmington, Delaware); 138 NLRB 512 (6 district offices in Cleveland, Ohio, and 3 suburban offices); 138 NLRB 734 (one district office in Sioux City, Iowa, and 2 detached offices); 144 NLRB No. 15 (33 district offices in Chicago, Illinois). And see *Equitable Life Ins. Co.*, 138 NLRB 529 (2 district offices in Cleveland and a detached office in Lorain, Ohio).

[6] The vice intended to be cured by Section 9(c)(5) was, in the words of Senator Taft, the use of extent of organization "where all valid tests fail to give the union what it desires." 93 Cong. Rec. 6860; 2 Legislative History of the LMRA, 1947 (G.P.O. 1948) 1625. It is settled law, however, that extent of organization may legitimately be a factor in a Board unit

district office or a grouping of such offices where they are geographically related would be appropriate under traditional criteria, to grant the union's request for one or the other of these otherwise appropriate units does not violate Section 9(c)(5).[1]

The units approved herein included a class of employees, known as Metropolitan Insurance Consultants (MIC's), who were not involved in the prior decisions. We note that in the representation hearing herein, the Regional Director, in including the MIC's relied upon the record of proceedings in an earlier case involving this respondent (*Metropolitan Life Insurance Co.*, Case No. 13–RC–9130), which record was also incorporated into the record of the proceedings herein by stipulation of the parties. The parties agreed that, with minor changes, the factual and legal issues regarding the MIC's were essentially similar to those in the earlier case. This record showed the MIC's are engaged principally in the sale of insurance in amounts exceeding $1,000. They sell personal accident and health insurance, business,

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determination, so long as it is not controlling. H. Rep. 245 on H.R. 3020, 80th Cong., 1st Sess., 1 Leg. Hist, LMRA 328–329; *N.L.R.B.* v. *Quaker City Life Ins. Co.*, 319 F. 2d 690, 693–694 (C.A. 4); *Metropolitan Life Ins. Co.* v. *N.L.R.B.*, 328 F. 2d 820, 826–827 (C.A. 3), Company petition for certiorari filed April 8, 1964 (No. 982, October Term 1963).

[1] We have often stated that it is our policy not to compel a labor organization to seek representation in a larger unit unless the unit requested is itself inappropriate. See *e.g.*, *Dixie Belle Mills, Inc.*, 139 NLRB 629, 631; *P. Ballantine & Sons*, 141 NLRB 1103, 1107. *Bagdad Copper Company*, 144 NLRB No. 141, p. 3; *Gordon Mills, Inc.*, 145 NLRB No. 78, pp. 4–5. For the reasons stated above, however, this is a far cry from our giving controlling weight to the extent of the union's organization.

group life insurance, pension plans, and estate planning coverage, whereas regular and office account agents are principally engaged in the sale of what is generally termed "industrial" insurance. Generally, the MIC's and other agents have the same supervision; wages and other fringe benefits are similar for both. Ninety-five percent of all MIC's were formerly employed as regular or office account agents. Based upon the line of progression from agent to MIC, the frequent contact between the two groups, and their similar supervision, the Regional Director found that a community of interest existed between the MIC's and the other agents included in the unit found appropriate. The Board agreed that the MIC's appropriately belonged in the unit. *Metropolitan Life Insurance Co.*, 146 NLRB No. 113, see *Metropolitan Life Insurance Co.*, 144 NLRB No. 15.

As the units involved herein are appropriate, we find, in agreement with the Trial Examiner, the Respondent's admitted refusal to bargain with the Union was violative of Section 8(a)(5) and (1) of the Act.

Order

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby adopts as its Order, the Order recommended by the Trial Examiner, and orders that the Respondent, Metropolitan Life Insurance Co., its officers, agents, successors, and assigns, shall take the action set forth in the Trial Examiner's Recommended Order, with the modifications set forth below:

1. The following paragraph 1(b) is added to the Recommended Order: "1(b) Interfering with the efforts of the Insurance Workers International Union, AFL–CIO, to negotiate for or represent the employees

in the said appropriate units as the exclusive bargaining agent."

2. The following is substituted for the first indented paragraphs beginning "WE WILL NOT refuse to * * *" in Appendices A and B attached to the Decision:

> WE WILL NOT interfere with the efforts of the INSURANCE WORKERS INTERNATIONAL UNION, AFL-CIO, to negotiate for or represent as exclusive bargaining agent the employees in the bargaining unit described below.

Dated, Washington, D.C.

FRANK W. McCULLOCH,
Chairman,

JOHN H. FANNING,
Member,

GERALD A. BROWN,
Member,
National Labor Relations Board.

(SEAL)

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